

ATTACHMENT 3

HARDWARE STORE

Hardware Store	<u>Standard Industrial Classification Codes</u> (old classification code) 5251	<u>North American Industry Classification System</u> 444130
----------------	--	--

SIZE STANDARD - \$5 MILLION

Assigned Contract Specialists: Elaine Rasmussen (816) 823-1326, Ellen Upchurch (816) 926-7808

SCHEDULE OF ITEMS

SIN 105-001 WALK-IN/WALK-OUT - HARDWARE STORE COMMERCIAL PRODUCTS AND SERVICES, **excluding** products identical or similar to items manufactured or supplied by NIB and NISH. (See Description of Work)

_____ % DISCOUNT OFFERED

_____ ADDITIONAL COST FOR EXIGENCY/EMERGENCY ACCESS OR DELIVERY
(See Clause 6FES-552.211-78)

NOTE: Offerors may provide a multiple discount structure based on product line categories as an attachment to the Schedule of Items.

SIN 105-002 CATALOG SERVICE - HARDWARE STORE COMMERCIAL PRODUCTS AND SERVICES CATALOG, requiring inclusion of NIB and NISH products (See Description of Work). Note: Services are limited to those regularly performed in a commercial hardware store, see sample list below.

_____ % DISCOUNT OFFERED COMMERCIAL PRODUCTS

_____ % Mark-up NIB/NISH items FOB: DESTINATION

_____ % Mark-up NIB/NISH items FOB: ORIGIN

_____ ADDITIONAL COST FOR EXIGENCY/EMERGENCY ACCESS OR DELIVERY)
(See Clause 6FES-552.211-78)

NOTE: Offerors may provide a multiple discount structure based on product line categories as an attachment to the Schedule of Items.

Note: Services are limited to those regularly performed in a commercial hardware store. Potential services to be considered under this SIN include but are not limited to services such as:

Design/Rehab/ Remodel/Install: Decks, Fences, Gates, Patio's, Walkways, storage buildings, etc.
Color Design Services
Cabinets & Countertops
Electrical/Plumbing/HVAC
Floors (Carpet, Tile and Wood)
Doors /Windows and related treatments
Siding/Guttering

Other Services might include: Garage Doors/Openers
Commercial Design Services
Locksmithing
Wood/Glass Cutting Services

DESCRIPTION OF WORK

The Hardware Store will be an Indefinite Delivery, Indefinite Quantity (Multiple Award Schedule) contract providing our customers the ability to obtain a broad selection of supplies and services on a walk-in/walk-out basis. Customers will use the Government Purchase Card as the preferred method of payment. In those instances where use of the Government Purchase Card is not feasible, contractors may accept delivery orders issued by authorized users only on SIN 105-002. The Hardware Store offers another supply choice of Federal customers while providing a discount for the brand name, quality products and services available in the commercial market.

Government Purchase Cards is the preferred method of payment. However, purchase orders are now acceptable under both SIN's.

For purposes of this contract, references to "order(s)" placed under the contract means transactions utilizing a Government Purchase Card by a Government employee or any authorized user. In those instances where a Government Purchase Card cannot be used, references to "order(s)" placed under the contract means transactions utilizing a delivery order issued by a Government employee or any authorized user (ONLY ON SIN 105-002).

Report of sales will be based on Contractors Report of Sales (Clause 552.238-72). Industrial Funding Fee (Clause 552.238-77) requires submission of a fee to the Government equal to 1% of total quarterly sales. Quarters are defined as calendar quarters (i.e. January-March, April-June, July-September and October-December).

APPLICABLE TO SIN 105-001 - WALK-IN/WALK-OUT

In order to submit an offer under SIN 105-001, Offeror must be able to meet the following criteria:

1. Exclude from the offer any products essentially the same as those supplied by NIB and NISH. Any questions regarding "essentially the same" will be resolved by the Committee For Purchase From People Who Are Blind or Severely Disabled. The contract body of items shall include items normally included within these selected groups, with the exception of items similar to those to be furnished by mandatory sources. A complete listing of JWOD products can be found at www.jwod.gov.
2. Offer discounts equal to or better than the most favored customer discount on all supplies and services to any authorized user.
3. Permits agencies to use Blanket Purchase Agreements (See Clause I-FSS-646-A)
4. The Government Purchase Card is the preferred method of payment, in those instances where the Government Purchase Card is not feasible, contractors may accept delivery orders issued by authorized users.
5. When a Government Purchase Card is utilized, credit the Government Purchase Card account upon which sale was made for any over charges; adjustments based on Inspection/Acceptance, changes, termination, or warranty clauses; or any other clause or provision of this contract that results in a credit to the Government. Rebates of cash, in-kind goods (other than direct replacement) or other store credits are not permitted.
6. Provide the necessary staff and equipment to manage and deliver a wide range of hardware products and services on a walk-in/walk-out basis.
7. Provide delivery, call-in consultation and installation services equal to that provided to the commercial customers.
8. Report contract sales as the sum of quarterly sales for collection of the 1% Industrial Funding Fee (IFF).

9. For transactions, which utilize the Government Purchase Card, capture the transactions electronically at the point of sale.
10. Must have a government activity within commercial delivery area.
11. Manage and control application of the discount at the point of sale.

APPLICABLE TO SIN 105-002 CATALOG SERVICE

In order to submit an offer under SIN 105-002, offeror must be able to meet the following criteria:

1. Produce and distribute a catalog to include NIB and NISH items excluding commercial items that are essentially the same in accordance with clause I-FSS-600, Contract Price Lists. Any questions regarding "essentially the same" will be resolved by the Committee For Purchase From People Who are Blind or Severely Disabled. The contract body of items shall include items normally included within these selected groups, with the exception of items similar to those to be furnished by mandatory sources. A complete listing of all JWOD items can be found at www.jwod.gov.
2. Offer discounts equal to or better than the most favored customer discount on all supplies to any authorized user.
3. Permit agencies to use Blanket Purchase Agreements (See Clause I-FSS-646-A).
4. The Government Purchase Card is the preferred method of payment, in those instances where the Government Purchase Card is not feasible, contractors may accept delivery orders issued by authorized users.
5. When a Government Purchase Card is utilized, credit the Government Purchase Card account upon which sale was made for any over charges; adjustments based on Inspection/Acceptance, changes, termination, or warranty clauses; or any other clause or provision of this contract that results in a credit to the Government. Rebates of cash, in-kind goods (other than direct replacement) or other store credits are not permitted.
6. Provide delivery equal to that provided to their commercial customers.
7. Report contract sales as the sum of quarterly sales for collection of the 1% Industrial Funding Fee (IFF).

JWOD PROGRAM: Pursuant to the provisions of the Javits-Wagner-O'Day (JWOD) Act, production facilities associated with National Industries for the Blind (NIB) and NISH (serving people with a wide range of disabilities) are mandatory sources for the items. A complete listing of all JWOD items can be downloaded at www.jwod.gov. The contractor will be required to stock and distribute these items to Federal customers. Commercial items similar to these will be excluded from the catalog.

52.208-9 CONTRACTOR USE OF MANDATORY SOURCE OF SUPPLY (Mar 1996)

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD)(41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central

nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

National Industries for the Blind
1901 North Beauregard Street, Suite 200
Alexandria, VA 22311-1727
(703) 998-0770

NISH
2235 Cedar Lane
Vienna, VA 22182-5200
(703) 560-6800

STOCK AND DISTRIBUTE FULL JWOD PRODUCT LINE; JWOD EXCLUSIVITY PRINCIPLE. As the JWOD Program is a mandatory source for Federal agencies, the contractor agrees to stock and distribute all JWOD items--or the vast majority, as negotiated with the Committee. Likewise, the contractor is prohibited from selling to the Government any non-JWOD item that is identical to or essentially the same as an item provided to the Government under the JWOD Program.

ADDITION AND DELETION OF JWOD ITEMS/ORDERING NEW JWOD ITEMS: During the term of the contract, additional items may be added to the Procurement List maintained by the Committee for Purchase From People Who Are Blind or Severely Disabled for assignment to nonprofit agencies for production. Items similar to these will be deleted from the Contractor's catalog for Government employees' use. New JWOD items must be ordered by the contractor within 90 days of the item availability date provided by the JWOD Program. The exception to this would be for new JWOD items that are similar to items for which the contractor already has an annual contract--in such cases, the new JWOD items must be ordered within 30 days of the expiration of the annual contract. The JWOD Program will provide at least 90 days' notice of items to be discontinued or deleted, to allow the contractor to plan accordingly to deplete existing stock.

INCLUSION IN GOVERNMENT CATALOGS (PRINT OR ELECTRONIC): Offerors should address how JWOD items will be shown and marketed to Federal Customers in their proposals, but at a minimum, the JWOD items should be included in marketing materials in a manner consistent with the commercial items.

1. If the contractor distributes a print catalog to government customers, the JWOD Program encourages but does not require a fully integrated, Government-unique print catalog. A commercial print catalog with a JWOD insert in lieu of an integrated catalog would be acceptable, but must have appropriate blocking of ETS items, and should integrate JWOD items into the index (unless otherwise negotiated with the JWOD staff).

2. If electronic catalogs are used, all items, terms and conditions not accepted by the Government (including the items ETS as JWOD products) must be deleted on the Government site/area. At the same time, the JWOD product line must be fully integrated in a manner consistent with commercial items. Electronic or on-line catalogs integrate JWOD items into all search features as well as other pages where applicable. A separate button for Government customers and/or JWOD items is welcome, but not in lieu of integration into the remaining areas of the catalog. Removal of ETS items is required.

GETTING APPROVAL TO OFFER JWOD ITEMS: Offerors will provide the Committee with four copies each of their product line catalogs (hard copy and database) to be sold under this contract. After reviewing the products, the Committee will advise the Offeror which JWOD products must be provided and which commercial products must be eliminated. The Committee may grant a written one-year waiver if there is no overlap with the JWOD product line or if the overlap is deemed to be insignificant based on potential to impact JWOD sales. This waiver would be renewed annually pending review of additions to the product line.

NIB/NISH PRIME ORDERING/INVOICING/PAYMENT: NIB and NISH, their authorized agent(s), or authorized nonprofit agencies, will receive the JWOD orders and handle related order processing, administrative, and financial matters (Invoicing/Payment.) The Contractor shall make invoice payments to NIB, NISH or their authorized agent within 30 days after the date the invoice is received by the contractor. Payments received later than net 30 days may be assessed interest at the same rate as that prescribed by the Prompt Payment Act.

FREIGHT TERMS: All shipments shall be made F.O.B. Origin to the contractor from the NIB or NISH production facilities, unless otherwise negotiated with NIB and NISH. The term F.O.B. Origin as used in this

paragraph means free of expense to the nonprofit agency and delivered on board the conveyance of the carrier to the designated vendor location (i.e. freight charges shall be paid by the vendor and the vendor shall assume title for goods once placed on initial carrier). Nonprofit agencies will ship the items to the contractor within 30 days of receipt of order by NIB/NISH or their authorized agent(s).

WARRANTY/RETURNED GOODS POLICY: The Contractor's standard commercial warranty as stated in the Contractor's commercial price list will apply to JWOD items. The Contractor's stated return policy for the JWOD items will be identical to their offered commercial return goods policy.

ECONOMIC PRICE ADJUSTMENT: The Committee for Purchase From People Who Are Blind or Severely Disabled, an independent agency of the Federal Government, is responsible for establishing prices for JWOD items. Normally, the Committee revises prices (upward and downward) for these items once a year, but occasionally market conditions require more frequent revisions. The Committee will advise the Contractor of price changes and their effective dates. After the effective date of a price change, any subsequent orders to the designated NIB/NISH agent will be at the new price. The Contractor will adjust the selling price, based upon the awarded markup for affected items.

OPTIONAL: JWOD MARKETING: The Offerors will address how they will promote the sale of JWOD items.

52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.
- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN

MAXIMUM ORDER

ALL SIN's

\$300,000

- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for

6FES-552.211-78 EMERGENCY/EXPEDITED DELIVERY TIMES (AUG 1997)

In the case of an Exigency, ordering activities may require 24 hour access or delivery. The offeror is requested to annotate on the offer or by a separate attachment a willingness to provide this service and identify any additional cost associated with such request.

I-6FES-103 SCOPE OF CONTRACT—WORLDWIDE (APR 1998) (Revised Jan 2002)

(a) This solicitation is issued to establish contracts, which may be used on a non-mandatory basis by the agencies and activities presenting a Government Purchase Card as a preferred method of payment, as a source of supply for the supplies or services described herein, for delivery within the Hardware stores commercial delivery area. This solicitation is issued to establish contracts, which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions—*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico and Washington, DC; and to a CONUS port or consolidation point for orders received from overseas activities. *Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, and Puerto Rico.

(c) Offeror's are requested to check one of the following boxes:

- () Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
- () Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
- () Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a non-mandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card. If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery with 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

6FES-935 ACCEPTANCE OF GOVERNMENT PURCHASE CARD (APR 1999)

A Government Purchase Card is the preferred (SIN 105-002 ONLY) vehicle for payment transactions under any resultant contract(s). The Contractor agrees to accept payments by any authorized Government Purchase Card.

There may be instances, however, where payments cannot be made by using a Government Purchase Card; e.g. where orders exceeds the Purchase Card limitation, or where cost-reimbursement contractor places an order in accordance with FAR 51.1. In those cases where utilization of a Government Purchase Card is not feasible, the Contractor may accept delivery orders placed by authorized Schedule contract users.(Authorized on SIN 105-002 ONLY)

M-6FES-305 METHOD OF AWARD (AUG 1997)

The Government intends to make multiple awards to hardware stores for commercial supplies and services listed in the Description of Work. Offers must conform to the request for proposals. Awards will be made to those offerors whose offer is most advantageous to the Government in comparison to discounts given to most-favored commercial customers. The Government's objective is to obtain a single overall discount on supplies and services offered to their most-favored commercial customers in order to provide ease and convenience for both the contractor and our customers. Discounts offered must be equal to or better than their most favored customer . When applicable, delivery must be in accordance with solicitation requirements.

Enclosure 1 is the Criteria For JWOD Hardware Distributors

Enclosure 2 is Application for Authorization to Distribute JWOD Hardware Items